

INTERAGENCY AGREEMENT
BETWEEN
THE DEPARTMENT OF TRANSPORTATION
AND
THE DEPARTMENT OF EMERGENCY AND MILITARY AFFAIRS

THIS AGREEMENT is entered into FEB 25, 1999, 1999, between agencies of the STATE OF ARIZONA, to wit; the DEPARTMENT OF TRANSPORTATION, acting by and through its Equipment Administrator (the "DOT") and ARIZONA DEPARTMENT OF EMERGENCY AND MILITARY AFFAIRS, acting by and through its DIRECTOR, the ADJUTANT GENERAL (the "DEMA").

I. RECITALS

1. The DOT is empowered by Arizona Revised Statutes Section 28-108 and 35-148 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the DOT.

2. The DEMA is empowered by Arizona Revised Statutes Section to enter into this agreement and has resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the DEMA.

3. The DEMA has a continuing requirement for motor vehicle maintenance and repair (M&R) services, and an occasional requirement for motor vehicle fuel statewide. The DOT is capable of providing motor vehicle M&R services to the DEMA at competitive costs at various statewide locations, and has agreed to provide fuel as needed for DEMA vehicles at the locations listed herein.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

=====

II. SCOPE

1. The DOT will:

- a. Appoint DOT personnel with appropriate authority to administer and coordinate the work contemplated herein with DEMA. Notify DEMA of business and emergency M&R telephone numbers and locations.
- b. Annually provide DEMA with a price list for routine M&R and preventative maintenance (PM) functions. Perform M&R and PM functions in accordance with the attached service and price list (Exhibit A).
- c. Provide DEMA M&R and PM services priority whenever possible. In the event of a conflict DOT shop supervisors scheduling decisions shall prevail.
- d. No more often than monthly, invoice DEMA for services provided, supported by individual vehicle work orders, detailing work performed and parts used.

2. The DEMA will:

- a. Appoint DEMA personnel with appropriate authority to administer and coordinate the work contemplated herein with DOT.
- b. Provide DOT common M&R and PM parts, including tires. Provide DOT with electronic data necessary to load master equipment records and points of contact into the DOT data system.
- c. Reimburse the DOT within 30 days after receipt of invoices for work performed under this agreement.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until cancelled by either party or other competent authority.
2. This agreement shall become effective upon execution by the parties hereto.
3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.
4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.
5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth in Arizona Revised Statutes Section 12-1518.
6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

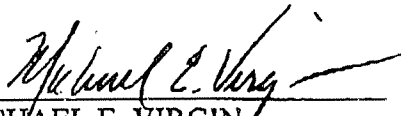
Arizona Department of Transportation
Equipment Administrator
2225 South 22 Avenue, Mail Drop 071R
Phoenix, AZ 85009-6997

Arizona Department of Emergency and
Military Affairs, ATTN: Bldg. M5330
5636 E. McDowell Road
Phoenix, AZ 85008

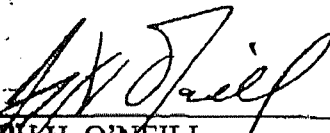
IN WITNESS WHEREOF, the parties have executed this agreement the day and year
first above written.

STATE OF ARIZONA

**DEPARTMENT OF EMERGENCY
AND MILITARY AFFAIRS**

By 
MICHAEL E. VIRGIN
Director of Facilities

DEPARTMENT OF TRANSPORTATION

By 
JOSEPH H. O'NEILL
Equipment Administrator

98-221.doc
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Exhibit A – JPA 98-221

Arizona Department of Transportation, Equipment Services

February 3, 1999

Richard C. Wasar, Physical Plant Supervisor I
Department of Emergency & Military Affairs
Arizona Army National Guard
5836 E. McDowell Rd., Bldg. M5330
Phoenix, AZ 85008-3495

Re: Fleet Maintenance Cost Proposal

Dear Dick:

Here is the ADOT-ES; DEMA Fleet Maintenance cost proposal based on the vehicle list you provided.

1. Preventive Maintenance: DEMA Vehicles at Fixed Cost – Labor and Parts

- All new – 1994 or later – light duty vehicles (gasoline or alternative fuels / ¾ ton / sedan, van / pick up / utility) added to the DEMA Fleet would be included in Fixed Cost group.

"A" Service*:	Labor - \$ 15.00	Parts - \$ 5.42**	FIXED TOTAL: \$ 20.42
"C" Service*:	Labor - \$ 25.00	Parts - \$ 18.88**	FIXED TOTAL: \$ 43.88
"D" Service*:	Labor - \$ 58.50	Parts - \$ 49.35**	FIXED TOTAL: \$101.85

* See attached service description list ** Add \$29.55 for 1997-98 FFV Fuel vehicles

Current DEMA Vehicles in this group;

G087BD	1989	CHEV VAN	G086BD	1989	CHEV S-10 PU 4X4
G085BD	1986	CHEV VAN	G621AV	1989	CHEV PU
G500AV	1989	CHEV ½ TON	G797BD	1989	CHEV S-10 PU
G796BD	1986	CHEV S-10 PU	G455BG	1986	CHEV S-10 PU
G454BG	1986	CHEV S-10 PU	G931BR	1988	FORD CLUB VAN
G453BG	1989	CHEV PU	G275AC	1980	CHEV PU

2. Preventive Maintenance – A, C, or D: Fixed Labor Rates

Labor: Thirty dollars (\$32.00) per hour. In no event shall ADOT-ES invoice DEMA for repair costs/labor hours that would exceed the "Mitchell Flat Rate" manual.

Parts: Parts provided by ADOT-ES for DEMA vehicle repairs will be invoiced at cost plus ten percent.

2225 South 22nd Avenue
Phoenix, AZ 85009-6907
(602) 255-6500
FAX (602) 258-5173

Continuous Improvement is Our Way of Life

Current DEMA Vehicles in this group:

SA5457	1977	DODGE PU
SA5863	1981	CHEV 1 TON
G160AB	1982	CHEV 30 BOOM TRUCK
G377AS	1977	DODGE RAM 4X4 PU
G379AS	1977	DODGE RAM 4X4 PU
G930BR	1975	DODGE DUMP TRUCK
FMO1	1985	CHEV TRUCK
FMO2	1985	CHEV TRUCK
FMO3	1985	CHEV BLAZER
FMO4	1985	CHEV BLAZER

3. All Vehicle Repairs:

- Includes maintenance services for the John Deere Backhoe, NN24C Loader, Datsun Forklift, Power Boss & Kubota Sweepers. *Note: ADOT-ES requests DEMA's assistance in obtaining repair manuals for each of these pieces of equipment.*
- Specialized vehicles can be repaired at the Durango facility, but DEMA would have to arrange transport to and from.

Labor: Thirty-two dollars (\$32.00) per hour. In no event shall ADOT-ES invoice DEMA for repair costs/labor hours that would exceed the "Mitchell Flat Rate" manual.

Parts: Parts provided by ADOT-ES for DEMA vehicle repairs will be invoiced at cost plus ten percent.


4. Fleet Maintenance Management Services

MANAGEMENT SERVICE	DESCRIPTION	COST
LEVEL I -- Basic	<ul style="list-style-type: none"> ▪ Contract Administrator ▪ Vehicle Maintenance History Database Management (Preventive Maintenance & Repairs). ▪ Preventive Maintenance Notification Program (Monthly Report based on 4000 mile/4 month schedule). ▪ Automated Reporting and Billing. ▪ ADOT-ES Vehicle Repair Network. ▪ ADOT-ES Hotline -- 1-877-860-8520 	\$4.10/vehicle
LEVEL II --Requires Basic)	<ul style="list-style-type: none"> ▪ Warranty Service Management ▪ Factory Recall Management ▪ Emission Tests Management ▪ Fleet Anywhere onsite data link** 	\$0.45/vehicle ** does not include hardware or data line costs.

INSURANCE CLAIMS ADMINISTRATION	<ul style="list-style-type: none">▪ Data Collection and Reporting (Equipment Inspections and Repair Estimates).▪ Vehicle History Database Updates▪ Cooperation with Client designated, Risk Management Personnel/Agency.	\$40.00 per occurrence
CUSTOMER SERVICE PROGRAM	<ul style="list-style-type: none">▪ Client Specific, Customer ADOT-ES Handbook.	\$50.00 / year

FLEET MANAGEMENT FEE PER VEHICLE PER MONTH: \$4.55

Preventive Maintenance (PM) Checklist

<u>"A" Service</u> ✓	<u>"C" Service</u> ✓	<u>"D" Service</u> ✓
<ul style="list-style-type: none"> ◇ Emission Certification expiration date/test as appropriate ◇ Windsheld, windows and mirrors ◇ Lights [head, tail & stop, turn signals, license light, top light & etc.] ◇ Decal condition & License plate ◇ Accident damage ◇ A/C / Heater / Condition of Interior ◇ Floor mats, shift boot(s), visors, etc. ◇ Seat belts & seat controls ◇ Door controls & lock operation ◇ Fluid levels [coolant, engine oil, automatic transmission, brake, steering & washer] ◇ Warning lights, buzzers, gauges & horn(s) ◇ Wiper & washer [blades, arms fluid] ◇ Battery & charging system ◇ Listen to starting operation ◇ Radiator and A/C condenser for obstructions ◇ Belts & hoses / Battery Terminals ◇ Frame & suspension [shocks, bushings, etc] ◇ Mounts, brackets, linkages, U-bolts ◇ Drive train [boots, u/cv-joints, yokes, nuts] ◇ Check oil leakage from all P/T components ◇ Exhaust system [leaks, corrosion & broken supports] ◇ Steering action / operation & components ◇ Rotate tires/Check air pressure & tire / spare condition (Tools in Trunk) 	<p style="text-align: center;">SAME AS SERVICE "A" PLUS</p> <ul style="list-style-type: none"> ◇ Test engine coolant for freeze point & S.C.A.'s / Leaks ◇ A/C system for proper operation ◇ Fan operation [fan clutch, radial play, etc.] ◇ Fuel system [carburetor, fuel injector, choke, etc.] ◇ Check EGR & PVC Valve ◇ Check wheel bearing adjustment 	<p style="text-align: center;">SAME AS SERVICE "A & C" PLUS</p> <ul style="list-style-type: none"> ◇ Access codes ◇ Load test batteries ◇ Alternator output & starter draw ◇ Steering action / operation and components ◇ Pressure test cooling system
		
<p style="text-align: center;">✓ <u>Repair & Replace</u></p> <ul style="list-style-type: none"> ◇ Air filter(s) [replace if necessary] ◇ Remove wheels & inspect brakes [pads, shoes, rotors, drums, master & wheel cylinders, lines, connections, as needed] Engine oil filter, oil & lubricate fittings [lube, oil and filter] 	<p style="text-align: center;">✓ <u>Repair & Replace</u></p> <p style="text-align: center;">SAME AS SERVICE "A" - PLUS</p> <ul style="list-style-type: none"> ◇ Replace air filter ◇ Replace fuel filter ◇ Clean Brake System [pads, shoes, rotors, drums] <p style="text-align: center;">ROAD TEST</p> <ul style="list-style-type: none"> ◇ Engine Performance ◇ Transmission and clutch operation ◇ Steering action / wander ◇ Braking action pull / grab / lockup ◇ Rattles and unusual noises 	<p style="text-align: center;">✓ <u>Repair & Replace</u></p> <p style="text-align: center;">SAME AS SERVICE "A & C" - PLUS</p> <ul style="list-style-type: none"> ◇ Tune-up (Plugs, cap, rotor, PVC valve, etc.) (As Necessary) ◇ Grease wheel bearings and replace seals ◇ Service differential every 60,000 mi. Enter mileage of last service ◇ Change automatic transmission fluid & filters

Repair Dollar limits for Authorization:

TIER	CRITERIA	CONDITION A MILES	CONDITION B YEARS	AUTHORIZATION REQUIRED
I	NO authorization required for repairs under \$500.00	0 – 75,000	0 to 5	Repairs over \$500.01
		\$500.00	\$500.00	
II	NO authorization required for repairs under \$350.00	75,000 – 100,000	5 to 7	Repairs over \$350.01
		\$350.00	\$350.00	
III	NO authorization required for repairs under \$200.00	OVER 100,000	OVER 7	Repairs over \$200.01
		\$200.00	\$200.00	

→ IF CONDITIONS A AND B ARE NOT MET, DEFAULT TO THE NEXT OPTION

Example 1: If a vehicle has 70,000 miles and is 6 years old, repair authorization defaults to Tier II.

Example 2: If a vehicle has 120,000 miles and is 2 years old, repair authorization defaults to Tier III.

ADDENDUM: Interagency Agreement between the Arizona Department of Transportation and the Arizona Department of Emergency & Military Affairs

ADOT-ES submits the following vehicle maintenance cost matrix and performance measurements for the Arizona Department of Emergency & Military Affairs fleet:

I. COST MATRIX

1(a). Preventive Maintenance Type 1: DEMA Vehicles at Fixed Cost – Labor and Parts

- All new – 1994 or later – light duty vehicles (gasoline or alternative fuels / ¾ ton / sedan, van / pick up / utility) added to the DEMA Fleet would be included in Fixed Cost group.

"A" Service*: Labor - \$ 15.00 Parts - \$ 5.42** **FIXED TOTAL: \$ 20.42**

"C" Service*: Labor - \$ 25.00 Parts - \$ 18.88** **FIXED TOTAL: \$ 43.88**

"D" Service*: Labor - \$ 58.50 Parts - \$ 43.35** **FIXED TOTAL: \$101.85**

* See attached service description list ** Add \$23.55 for 1997-98 FFV Fuel vehicles

Current DEMA Vehicles in this group;

G087BD	1989	CHEV VAN	G086BD	1989	CHEV S-10 PU 4X4
G085BD	1986	CHEV VAN	G621AV	1989	CHEV PU
G500AV	1989	CHEV ½ TON	G797BD	1989	CHEV S-10 PU
G796BD	1986	CHEV S-10 PU	G455BG	1986	CHEV S-10 PU
G454BG	1986	CHEV S-10 PU	G931BR	1988	FORD CLUB VAN
G453BG	1989	CHEV PU	G275AC	1980	CHEV PU

1(b). Preventive Maintenance Type 2, A, C, or D: Fixed Labor Rates

Labor: Thirty dollars (**\$30.00**) per hour. In no event shall ADOT-ES invoice DEMA for repair costs/labor hours that would exceed the "Mitchell Flat Rate" manual.

Parts: Parts provided by ADOT-ES for DEMA vehicle repairs will be invoiced at cost plus ten percent.

Current DEMA Vehicles in this group:

SA5457	1977	DODGE PU
SA5863	1981	CHEV 1 TON
G160AB	1982	CHEV 30 BOOM TRUCK
G377AS	1977	DODGE RAM 4X4 PU
G379AS	1977	DODGE RAM 4X4 PU
G930BR	1975	DODGE DUMP TRUCK
FMO1	1985	CHEV TRUCK
FMO2	1985	CHEV TRUCK
FMO3	1985	CHEV BLAZER
FMO4	1985	CHEV BLAZER

2. All Vehicle Repairs:

- *Includes maintenance services for the John Deere Backhoe, NN24C Loader, Datsun Forklift, Power Boss & Kubota Sweepers. Note: ADOT-ES requests DEMA's assistance in obtaining repair manuals for each of these pieces of equipment.*
- *Specialized vehicles can be repaired at the Durango facility, but DEMA would have to arrange transport to and from.*

Labor: Thirty-two dollars (\$32.00) per hour. In no event shall ADOT-ES invoice DEMA for repair costs/labor hours that would exceed the "Mitchell Flat Rate" manual.

Parts: Parts provided by ADOT-ES for DEMA vehicle repairs will be invoiced at cost plus ten percent.

3. Fleet Maintenance Management Services

MANAGEMENT SERVICE	DESCRIPTION	COST
LEVEL I – Basic	<ul style="list-style-type: none"> ▪ Contract Administrator ▪ Vehicle Maintenance History Database Management (Preventive Maintenance & Repairs). ▪ Preventive Maintenance Notification Program (Monthly Report based on 4000 mile/4 month schedule). ▪ Automated Reporting and Billing. ▪ ADOT-ES Vehicle Repair Network. ▪ ADOT-ES Hotline – 1-877-800-8520 	\$4.10/vehicle
LEVEL II --Requires Basic)	<ul style="list-style-type: none"> ▪ Warranty Service Management ▪ Factory Recall Management ▪ Emission Tests Management ▪ <i>Fleet Anywhere</i> onsite data link** 	\$0.45/vehicle ** does not include data line equipment.
FUEL PURCHASE MANAGEMENT	<ul style="list-style-type: none"> ▪ Integration of Fuel Force & Voyager Card Automated Fueling Systems (includes the automated PM and Emission Notification Updates). ▪ Fuel Usage Reports ▪ Annual State & Federal Alternative Fuel Vehicle Reports 	\$0.25/vehicle
INSURANCE CLAIMS ADMINISTRATION	<ul style="list-style-type: none"> ▪ Data Collection and Reporting (Equipment Inspections and Repair Estimates). ▪ Vehicle History Database Updates ▪ Cooperation with Client designated, Risk Management Personnel/Agency. 	\$40.00 per occurrence
CUSTOMER HANDBOOK	<ul style="list-style-type: none"> ▪ Client Specific, Customer ADOT-ES Handbook. 	\$50.00 / year

FLEET MANAGEMENT FEE PER VEHICLE: \$ 4.85 Per Month

Level I	\$ 4.10
Level II	.45
Fuel Purchase	.25

II. PERFORMANCE MEASURES

1. Ninety-five percent (95%) of all scheduled Preventive Maintenance Type 1, "A" and "C" services will be completed within two (2) hours of the delivery of the vehicle to the scheduled maintenance site.

Clarification: The standard does not apply to scheduled appointments where the customer elects to drop off the vehicle before the scheduled appointment time. The "Service-start" time will begin when the vehicle enters the shop.

2. Ninety-five percent (95%) of all scheduled Preventive Maintenance Type 2, "D" services will be completed within four (4) hours of the delivery of the vehicle to the scheduled maintenance site.

Clarification: The standard does not apply to scheduled appointments where the customer elects to drop off the vehicle before the scheduled appointment time. The "Service-start" time will begin when the vehicle enters the shop.

3. Ninety-eight percent (98%) of DEMA's fleet will conform to the DEMA Preventive Maintenance service cycle, i.e., one PM service every 4000-miles or 4-months, whichever comes first.

Clarification: The standard applies to all vehicles made available to ADOT-ES. If, after exhausting all of the DEMA approved contact methods, the vehicle driver and/or agency refuses to comply with the preventive maintenance notifications:

- (a) *The situation will be turned over to DEMA Fleet Management.*
- (b) *The vehicle will be deleted from this performance data for that month.*

4. Eighty percent (80%) of the scheduled and unscheduled vehicle repairs will be completed within twenty-four (24) clock hours of the vehicle's delivery to the service site. Exceptions to this standard include: service time allowed outside of the normal work schedule for weekends, holidays, parts' availability, commercial repairs, repairs due to driver abuse or misuse, vandalism, accidents and emergencies.
5. Ninety-five percent (95%) of the scheduled and unscheduled vehicle repairs will be completed within forty-eight (48) clock of the vehicle's delivery to the service site. Exceptions to this standard include: service time allowed outside of the normal work schedule for weekends, holidays, parts' availability, commercial repairs, repairs due to driver abuse or misuse, vandalism, accidents and emergencies.

Clarification: If a driver states they will not return for the vehicle until after the 48 hour criterion, i.e. ninety-two (92) hours or more; the ADOT-ES shop supervisor will notify DEMA Fleet Management regarding the driver requested downtime. The vehicle will be deleted from this performance data for that month.

6. DEMMA Customer Feedback regarding ADOT-ES' service will be positive at or above the eighty-fifth percentile (85%), as reported on the ADOT-ES Customer Survey form. (See Appendix E)

Clarification: Formal customer complaints and/or individual survey scores that fall below the seventy-fifth (75%) will be investigated by ADOT-ES. If found to be valid, ADOT-ES will resolve the issue to the satisfaction of DEMMA Fleet Management. The results of all investigations will be reported to DEMMA within fifteen (15) business days of ADOT-ES' receipt of the complaint or survey score.*

- *"Valid" is defined as a failure on the part of ADOT-ES to deliver customer service as defined by the ISA and/or industry accepted, customer service expectations for owners of vehicles similar to the makes and models in DEMMA's Fleet.*

7. DEMMA vehicle equipment records will be updated per the following standards;

- Repair and maintenance work orders will be updated within twenty-four (24) hours of the completion of the maintenance work.
- Voyager fuel transaction records will be updated within one (1) week of the fuel transaction.
- ADOT-ES automated fuel site records will be updated within two (2) business days of the fuel transaction.
- At manual fuel sites where no card reader has been installed, records will be updated within one (1) week of the fuel transaction.
- DEMMA fuel records will be updated within two (2) business days of the receipt of this information in a formatted, electronic form.

Exceptions to this standard are time allowed outside the normal work schedule for weekends, holidays and emergencies, i.e., natural disasters, power outages, accidents involving fuel sites.

8. ADOT-ES will prepare DEMMA:

- Annual State and Federal Alternative Fuel Vehicle Reports
- Annual ADOA Fleet Utilization Report

<p>✓ "D" Service</p> <p>SAME AS SERVICE "A & C" PLUS</p> <ul style="list-style-type: none"> Access codes Load test batteries Alternator output & starter draw Steering action / operation and components Pressure test cooling system <p>✓ Repair & Replace</p> <p>SAME AS SERVICE "A & C" - PLUS</p> <ul style="list-style-type: none"> Tune-up (Plugs, cap, rotor, PVC valve, etc.) (As Necessary) Grease wheel bearings and replace seals Service differential every 60,000 mi. Enter mileage of last service Change automatic transmission fluid & filters 	<p>✓ "C" Service</p> <p>SAME AS SERVICE "A" PLUS</p> <ul style="list-style-type: none"> Test engine coolant for freeze point & S.C.A.'s / Leaks A/C system for proper operation Fan operation [fan clutch, radial play, etc.] Fuel system [carburetor, fuel injector, choke, etc.] Check EGR & PVC Valve Check wheel bearing adjustment <p>✓ Repair & Replace</p> <p>SAME AS SERVICE "A" - PLUS</p> <ul style="list-style-type: none"> Replace air filter Replace fuel filter Clean Brake System [pads, shoes, rotors, drums] <p>ROAD TEST</p> <ul style="list-style-type: none"> Engine Performance Transmission and clutch operation Steering action / wander Braking action pull / grab / lockup Rattles and unusual noises 	<p>✓ "A" Service</p> <ul style="list-style-type: none"> Emission Certification expiration date/test as appropriate Windshield, windows and mirrors Lights [head, tail & stop, turn signals, license light, top light & etc.] Decal condition & License plate Accident damage A/C / Heater / Condition of interior Floor mats, shift boot(s), visors, etc. Seat belts & seat controls Door controls & lock operation Fluid levels [coolant, engine oil, automatic transmission, brake, steering & washer] Warning lights, buzzers, gauges & horn(s) Wiper & washer [blades, arms fluid] Battery & charging system Listen to starting operation Radiator and A/C condenser for obstructions Belts & hoses / Battery Terminals Frame & suspension [shocks, bushings, etc] Mounts, brackets, linkages, U-bolts Drive train [boots, u/cv-joints, yokes, nuts] Check oil leakage from all P/T components Exhaust system [leaks, corrosion & broken supports] Steering action / operation & components Rotate tires/Check air pressure & tire / spare condition (Tools in Trunk) <p>✓ Repair & Replace</p> <ul style="list-style-type: none"> Air filter(s) [replace if necessary] Remove wheels & inspect brakes [pads, shoes, rotors, drums, master & wheel cylinders, lines, connections, as needed] Engine oil filter, oil & lubricate fittings [lube, oil and filter]
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